

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

CHARLESTON DIVISION

JAMES BUFORD ROBERTSON,

Plaintiff,

v.

CIVIL ACTION NO. 2:08-cv-01249

DEPARTMENT OF HEALTH AND
HUMAN RESOURCES, et al.,

Defendants.

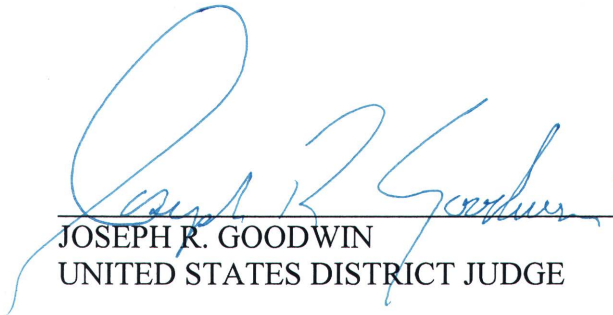
MEMORANDUM OPINION & ORDER
(Motion to Enforce Settlement)

Pending before the court is the plaintiff's Motion to Enforce Settlement [Docket 62]. "Enforcement of [a] settlement agreement . . . whether through award of damages or decree of specific performance, is more than just a continuation or renewal of the dismissed suit, and hence requires its own basis for jurisdiction." *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 378 (1994). A court may, in its discretion, retain jurisdiction over a settlement agreement by making the parties' obligation to comply with the agreement a part of the dismissal order. *Id.* at 381. The court's intent to retain jurisdiction may be evidenced by a provision in the dismissal order expressly retaining jurisdiction over the settlement agreement or by incorporation of the agreement's terms in the dismissal order. *Marino v. Pioneer Edsel Sales*, 349 F.3d 746, 752 (4th Cir. 2003) (citing *Kokkonen*, 511 U.S. at 381).

In this case, the Amended Final Order of Dismissal, [Docket 61], does not reflect this court's intent to retain jurisdiction over settlement of this matter. The court, therefore, **DENIES** the plaintiff's Motion to Enforce Settlement [Docket 62].

The court **DIRECTS** the Clerk to send a copy of this Order to counsel of record and any unrepresented party.

ENTER: May 8, 2015



JOSEPH R. GOODWIN
UNITED STATES DISTRICT JUDGE